

720 Main Street, PO Box D, Forest City, PA 18421 (570)-785-3131 www.nep.net

July 1, 2015

Via ECF
Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re:

WC Docket 14-58 2016 FCC Form 481

Dear Ms. Dortch:

For public inspection, NEP Cellcorp, Inc. ("NEP") submits herewith a redacted version of its completed FCC Form 481 submitted June 29, 2015 to USAC, and filed today with the Secretary's Office requesting confidential treatment pursuant to Sections 0.457 and 0.459 of the Commission's Rules, 47 C.F.R. §§ 0.457, 0.459. Specifically, NEP requests that portions of its Progress Report on Quality Improvement Plan Progress, Use of Support and Additional Five Year Outlook (the "Report") be withheld from public disclosure to avoid competitive harm and maintain the confidentiality of sensitive company information.

Should you or any member of the Commission Staff have any questions or comments, please do not hesitate to contact us at your convenience.

Respectfully submitted,

Rick Kulasinsky

Wireless Engineering & Operations Manager

FCC For	m 481 - Carrier Annual Reporting Data Collection Form			FCC Farm 481 OMB Control No. 3 July 2013	050-0986/OMB Control No. 3060-0819
<010>	Study Area Code	179010	* * * * * * * * * * * * * * * * * * * *		
<015>	Study Area Name	NEP Cellcorp,	Inc.		
<020>	Program Year	2016			
<030>	Contact Name: Person USAC should contact with questions about this data	Richard Kulasi	nsky		
<035>	Contact Telephone Number: Number of the person identified in data line <030>	5707852262 ext	*	######################################	
<039>	Contact Email Address: Email of the person identified in data line <030>	rk@nep.net			
					54.313 54.422
ANNUA	L REPORTING FOR ALL CARRIERS				Completion Completion Required Required
<100>	Service Quality Improvement Reporting			(complete attached worksheet)	(check box when complete)
	Outage Reporting (voice)			(complete attached worksheet)	1 1
<210>		outages to report		The state of the s	
<300>	Unfulfilled Service Requests (voice) 0				Υ
					B. N. N. N. N. N.
<310>	Detail on Attempts (voice)				
				fattach descripti	ve document)
<320>	Unfulfilled Service Requests (broadband)			<u></u> 1	
<330>	Detail on Attempts (broadband)			(attoch descrip)	tive document)
<400> <410>	Number of Complaints per 1,000 customers (voice) Fixed 0.0	-			
<420>	Mobile 0.0				V V
	Number of Complaints per 1,000 customers (broadle	oand)			277777
<440> <450>	Fixed Mobile				
<500>	Service Quality Standards & Consumer Protection R	ules Compliance		(check to indicate certification)	1 1
	Service Quality Standards & Consumer Protect: CONFIDENTIAL.pdf	ion Rules Compli	lance		
<510>	#220pm (fortableSales Chalastop # Photos			(attached descriptive document)	1 1
<600×	Functionality in Emergency Situations			VA . 20 N. B. 101 . 1025 335 N	
X0002	Demonstration of Ability to Function in Emer	gency Situation	s	(check to indicate certification)	
	CONFIDENTIAL.pdf			(attached descriptive document)	1 1
<610>				700	
					V 111111
<700>	Company Price Offerings (voice) Company Price Offerings (broadband)			(complete attached worksheet) (complete attached worksheet)	
<800>	Operating Companies and Affiliates			(complete attached worksheet)	
<900>			lif ye	s, complete attached worksheet)	
<1000>	Voice Services Rate Comparability Certification		No	t Applicable	
<1010>				(attach descriptive document)	
<1100>	Certify whether terrestrial backhaul options exist ((es or No)	0	(if not, check to indicate certification)	
<1110>				(complete attached worksheet)	
<1200>	Terms and Condition for Lifeline Customers Price Cap Carriers, Proceed to Price Cap Additional	Documentation \	Norbeh	(complete attached worksheet)	
	Including Rate-of-Return Carriers affiliated with Pr	UNIVERSITY OF THE PARTY OF THE	cerror runs	000 (000 pp.)	
<2000>	mounty nate-of-neturn curriers affinited with Fi	ac cup Locui LXCI	.unge ((check to indicate certification)	
<2005>				(complete attached worksheet)	
<3000>	Rate of Return Carriers, Proceed to ROR Additional	Documentation \	Worksh	neet (check to indicate certification)	
					电 見 电 电 电

14 0	ervice Quality Improvement Reporting Illection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net	
<110>	Has your company received its ETC certification from the FCC?	(yes / no) 🧿	0 0
<111>	If your answer to Line <110> is yes, do you have an existing \$54.202(a) "5 year plan" filed with the FCC?	(yes / no)	
<112>	If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service. Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your of CETC which only receives frozen support, your progress report is only required to address voice telephony service.		e_Year_Update Final Confidential.pdf
	Please select the appropriate responses below (Yes, No, Not Applicable) to confit that the attached document(s), on line 112, contains a progress report on its five service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.	e-year	Name of Attached Document
<113>	Maps detailing progress towards meeting plan targets	Yes	es
<114>	Report how much universal service (USF) support was received	Yes	es
<115>	How much (USF) was used to improve service quality and how support was used to impro	ove service quality Yes	es
<116>	How much (USF) was used to improve service coverage and how support was used to imp	prove service coverage Yes	es
	How much (USF) was used to improve service capacity and how support was used to impr		
<117>	now much (USF) was used to improve service capacity and now support was used to improve	rove service capacity Yes	os .

(200) Service Outage Reporting (Voice)		FCC Form 481
Data Collection Form		OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010> Study Area Code	179010	
-O1E- Child Area Name		

<010>	Study Area Code	179010
<015>	Study Area Name	NEP Cellcorp, Inc.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net

)>	<a>	<b1></b1>	<b2></b2>	<b3></b3>	<b4></b4>	<c1></c1>	<c2></c2>	<d>></d>	<e></e>	<f></f>	<g></g>	<h></h>
	NORS Reference Number	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Number of Customers Affected	Total Number of Customers	911 Facilities Affected (Yes / No)	Service Outage Description (Check all that apply)	Did This Outage Affect Multiple Study Areas (Yes / No)	Service Outage Resolution	Preventativ Procedures
ŀ												
							See attached					
						wo	rksheet					
				at C								
1												

	ce Offerings in lection Form	ncluding Voice Rate (Data				0	CC Form 481 MB Control No. 3060-0986/ON ly 2013	MB Control No. 3060-0819
<010>	Study Area Co	ode			179010				
<015>	Study Area N	ame			NEP Cellco	rp, Inc.			
<020>	Program Year				2016				
<030>	Contact Nam	e - Person USAC should	contact regarding	ng this data	Richard Ku	ilasinsky			
<035>	Contact Telep	hone Number - Numb	er of person ider	tified in data line	<030> 5707852262	ext.			
<039>	Contact Emai	l Address - Email Addre	ess of person idea	ntified in data line	<030> rk@nep.net				
<701> <702>		ocal Service Charge Eff wide Residential Local		1/	./2015				
<703>	<a1></a1>	<a2></a2>	<a3></a3>	<b1></b1>	<b2></b2>	<b3></b3>	<b4></b4>	<bs><</bs>	<c></c>
	State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fee

Γ	<a1></a1>	<a2> Exchange (ILEC)</a2>	<a3> SAC (CETC)</a3>	<b1> Rate Type</b1>	 Residential Local Service Rate	 State Subscriber Line Charge	 State Universal Service Fee	<bs> Mandatory Extended Area Service Charge</bs>	C> Total per line Rates and Fee
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L		28							
H									
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-									
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					See at	tached worksheet			
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U GOLESOS	adband Price Offerings ection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0815 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person Identified in data line <030>	rk@nep.net	

State	Exchange (ILEC)	Residential Rate	State Regulated Fees	Total Rate and Fees	Broadband Service - Download Speed (Mbps)	Broadband Service - Upload Speed (Mbps)	Usage Allowance (GB)	Usage Allowance Action Taken When Limit Reached (select
	30 (1000)							
 				-				
				-				
	-							
		-		-				

(800) Ope	erating Companies			FCC Form 481	
Data Coll	lection Form			OMB Control No. 3060-0986/OMB Control No. 3060- July 2013	
<010>	Study Area Code		179010		
<015>	Study Area Name		NEP Cellcorp, Inc.		
<020>	Program Year		2016		
<030>	Contact Name - Person	USAC should contact regarding this data	Richard Kulasinsky		
<035>	Contact Telephone Nur	mber - Number of person identified in data line <030>	5707852262 ext.		
<039>	Contact Email Address	- Email Address of person identified in data line <030>	rksnep.net		
<810>	Reporting Carrier	NEP Cellcorp, Inc.			
<811>	Holding Company	The North-Eastern Pennsylvania Telephone Co	mpany		
<812>	Operating Company	NEP Cellcorp, Inc.			

3>	<a1></a1>	<a2></a2>	<a3></a3>
	Affiliates	SAC	Doing Business As Company or Brand Designation
		- See attached worksheet	
Name of the second seco			

	bal Lands Reporting lection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky 5707852262 ext.	
<035>	Contact Telephone Number - Number of person identified in data line	.050	
<039>	Contact Email Address - Email Address of person identified in data line	<030> rk@nep.net	
<910>	Tribal Land(s) on which ETC Serves		
<920>	Tribal Government Engagement Obligation	Name	of Attached Document
to conf demon	company serves Tribal lands, please select (Yes,No, NA) for each these boxes irm the status described on the attached document(s), on line 920, strates coordination with the Tribal government pursuant to 3(a)(9) includes:	Select Yes or No or Not Applicable	
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.		
<922>	Feasibility and sustainability planning;		
<923>	Marketing services in a culturally sensitive manner;		
<924>	Compliance with Rights of way processes		
<925>	Compliance with Land Use permitting requirements		
<926>	Compliance with Facilities Siting rules		
<927>	Compliance with Environmental Review processes		
<928>	Compliance with Cultural Preservation review processes		
<929>	Compliance with Tribal Business and Licensing requirements.		

	lo Terrestrial Backhaul Reporting llection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net	
<1120>	Please confirm whether terrestrial backhaul options exist within the supported are pursuant to § 54.313(g) (Yes, No).	a	
<1130>	Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 upstream within the supported area pursuant to § 54.313(q).	kbps	

Lifeline	erms and Condition for Lifeline Customers lection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010
<015>	Study Area Name	NEP Cellcorp, Inc.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky
<035>	Contact Telephone Number - Number of person identified in data line <0303	5707852262 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030	rk@nep.net
		Wireless Terms & Conditions.pdf
<1210>	Terms & Conditions of Voice Telephony Lifeline Plans	
<1220>	Link to Public Website	Name of Attached Document
\1220	Link to Public Website HTTP	ttp://www.nep.net/index.php/support/customer-rights/234
"Please c	heck these boxes below to confirm that the attached document(s), on line 1210,	
or the we	ebsite listed, on line 1220, contains the required information pursuant to	
	(a)(2) annual reporting for ETCs receiving low-income support, carriers must	
annually		
<1221>	Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,	
<1222>	Details on the number of minutes provided as part of the plan,	
<1223>	Additional charges for toll calls, and rates for each such plan.	

2000) Pr	ice Cap Carrier Additional Documentation		FCC Form 481
ata Coll	ection Form		OMB Control No. 3060-0986/OMB Control No. 3060-0819
ncluding	Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers		July 2013
<010>	Study Area Code		
<015>	Study Area Name	179010	
<020>	Program Year	NEP Cellcorp, Inc.	
<030>	Contact Name - Person USAC should contact regarding this data	2016	
<035>	Contact Telephone Number - Number of person identified in data line <030>	Richard Kulasinsky	
<039>	Contact Email Address - Email Address of person identified in data line <030>	5707852262 EXL.	
armonto.		rkwnep.net	
select the	e appropriate responses below (Yes, No, Not Applicable) to note compliance as	recipient of Incremental Connect America Phase I	support, frozen High Cost support, High Cost support to offset access charge reductions
	America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The inform		
	Incremental Connect America Phase I reporting	· ·	
<2010>	2nd Year Certification (47 CFR § 54.313(b)(1)i)		
<2011a>	3rd Year Certification (47 CFR § 54.313(b)(1)ii)		
220116	The second control of		
<2011b>	Attachment (47 CFR § 54.313(b)(1)ii)		
		Name of Attached Docur	ment(s) Listing Required Information
	Price Cap Carrier Receiving Frozen Support Certification (47 CFR § 54.312(a))		The state of the s
<2012>			
<2012>		_	
<2014>	the state of the s		
<2015>		<u></u>	
~20137		<u> </u>	
	Price Cap Carrier Connect America ICC Support (47 CFR § 54.313(d))	Total Control of the	
<2016>	Certification Support Used to Build Broadband	<u>L</u>	
	Connect America Phase II Reporting (47 CFR § 54.313(e))		
<2017>	Jid year broadband Service Certification	-	
<2018>	Still year broadband Service Certification	 	
<2019		<u> </u>	
<2020>	 Please check the box to confirm that the attached document(s), on lin pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support sl addresses of community anchor institutions to which began providing preceding calendar year. 	all provide the number, names, and	
<2021>	Interim Progress Community Anchor Institutions		

thrown char	ate Of Return Carrier Additional Documentation		FCC Form 481 OMB Control No. 3060-0985/OMB Control No. 3060-0819 July 2013
	5		
<010>	Study Area Name	179010	
<020>	Program Year	NEP Cellcorp, Inc.	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net	greened and the same posterior was the contract of the contrac
CHECK	the boxes below to note compilance on its five year service quality plan (pursual CFR § 54.313(f)(2). I further certify that the	nt to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring ne information reported on this form and in the documents attac	
(3010)	Progress Report on 5 Year Plan Milestone Certification (47 CFR § 54.313(f)(1)(i))	Name of Attached Document Listing Required Inform	nation
(3011)	Please check this box to confirm that the attached document(s), on line \$ \$4.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses to broadband service in the preceding calendar year.		
(3012)	Community Anchor Institutions {47 CFR § \$4.313(f)(1)(ii)}		
		Name of Attached Document Listing Required Information	
(3013) (3014)	is your company a Privately Held ROR Carrier [47 CFR § 54.313[f][2]] if yes, does your company file the RUS annual report	(Yes/No) (Yes/No)	38
Please	check these boxes to confirm that the attached document(s), on line 301	7 contains the required information oursuant to 6 54 313(f)((2) compliance requires:
	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
(3016)	Document(s) for Balance Sheet, Income Statement and Statement of Ca	sh Flows	
(3017)	if the response is yes on line 3014, attach your company's RUS annual report and all required documentation		
		Name of Attached Document Listing Required Information	
(3018)	If the response is no on line 3014, is your company audited?	(Yes/No)	
(20.70)		(163)110)	
	If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains		
(3019)	Either a copy of their audited financial statement; or (2) a financial report in a fi	ormat comparable to RUS Operating Report for Telecommunicatio	ns .
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of C		
(3021)	Management letter and audit opinion issued by the independent certified p	ublic accountant that performed the company's financial audit	
	If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:		· ·
(3022)	Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,		
(3023)			
(3024) (3025)	Underlying information subjected to an officer certification. Document(s) for Balance Sheet, Income Statement and Statement of Comment of Comme	ash Flows	
(3026)	Attach the worksheet listing required information		
	L	Name of Attached Document Listing Required Information	

	late Of Return Carrier Additional Documentation (Continued)		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>		2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030>	5707852262 ext. rk@nep.net	
	nancial Data Summary		
(3027) Revenue		
(3028) Operating Expenses		
	(3029) Net Income		
(3030) Telephone Plant In Service(TPIS)		
(3031) Total Assets		
(3032) Total Debt		
(3033) Total Equity		
	(3034) Dividends		

Certification - Reporting Carrier	FCC Form 481
Data Collection Form	OMB Control No. 3060-0986/OMB Control No. 3060-0819
	July 2013

<010>	Study Area Code	179010
<015>	Study Area Name	NEP Cellcorp, Inc.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: NEP Cellcorp, Inc.

Signature of Authorized Officer: CERTIFIED ONLINE

Date 06/29/2015

Printed name of Authorized Officer: Rick Kulasinsky

Title or position of Authorized Officer: Wireless Engineering & Operations Manager

Telephone number of Authorized Officer: 5707852262 ext.

Study Area Code of Reporting Carrier:

179010

Filing Due Date for this form: 07/01/2015

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Tkle 18 of the United States Code, 18 U.S.C. § 1001.

	ion - Agent / Carrier ection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net	

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

I certify that (Name of Agent)	is authorized to submit the information reported on behalf of the reporting carrier.
also certify that I am an officer of the reporting carrier; my agent; and, to the best of my knowledge, the reports and o	nsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized ovided to the authorized agent is accurate.
Name of Authorized Agent:	
Name of Reporting Carrier:	
Signature of Authorized Officer:	Date:
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent	Authorized to File Annual Reports for CAF or LI Recipi	ents on Behalf of Reporting Carrier
	orized to submit the annual reports for universal service suppor reporting carrier; and, to the best of my knowledge, the informa	
Name of Reporting Carrier:		
Name of Authorized Agent or Employee of Agent:		
Signature of Authorized Agent or Employee of Agent:		Date:
Printed name of Authorized Agent or Employee of Agent:		
Title or position of Authorized Agent or Employee of Agent		
Telephone number of Authorized Agent or Employee of Ag	ent:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:	

Attachments

Study Area Name	200) Service Pata Collect	Outage Repo	orting (Vo	oice)						FCC Form 481 OMB Control I July 2013	No. 3060-0986/OMB Cont	rol No. 3060-0819
NEF Cellcorp, Inc.	<010> St	udy Area Code						179010				
Contact Name - Person USAC should contact regarding this data Richard Xulasinsky Contact Telephone Number - Number of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Telephone Number - Number of Louding in data line <030> Contact Telephone Number - Number of Louding in data line <030> Contact Telephone Number - Number of Louding in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Address of person identified in data line <030> Contact Email Address - Email Addr								NEP Cellco	rp, Inc.			
Contact Telephone Number - Number of person identified in data line < 030> 5707852262 ext. 4039> Contact Email Address - Email Address of person identified in data line < 030> rkenep.net 4220> 405	<020> P	rogram Year						2016				
Contact Email Address - Email Address of person identified in data line <030> rk@nep.net <220> < <a> Outage Start Start Date Outage End Date Outage End Date Number of Customers Number of Date Number of Customers (Yes/No) Service Outage Description (Check all that apply) Did This Outage Affect Multiple Study Areas (Yes/No) Resolution Preventative Preventative Study Areas (Yes/No) Resolution Cellular, 911, E911 or Nanually bypassed Redundant Generator												
C220> Ca> Cb1> Cb2> Cb3> Cb3> Cb4> Cc2> Cd> Cc2> Cd> Cc2> Cd> Cc2> Cd> Cc2> Cd> Cc2> Cc2> Cc2> Cc2> Cc2> Cc2> Cc2> Cc2						**************************************	116 (030)		ext.			
NORS Reference Number Outage Start Date Start Time Outage End Date Customers Time Number of Customers Affected Total Number of Customers (Yes / No) Service Outage Description (Check all that apply) Did This Outage Affect Multiple Study Areas (Yes / No) Service Outage Affect Multiple Study Areas (Yes / No) Service Outage Resolution Preventative Procedures Cellular, 911, E911 or Manually bypassed Reciumdant Generatic		ontact Email Ac	ddress - En	nail Address of	person ide	ntified in data l	ine <030>	rk@nep.net				
NORS Reference Number Date Outage Start Date Outage End Date Number of Customers Affected Customers Affected (Yes / No) Customers Customers Outage Start Number of Customers Affected (Yes / No) Customers Outage Start Number of Customers Outage Start Number of Customers Outage Start Number of Customers Number of Customers Outage Start Number of Customers Outage Affect Multiple Study Areas (Yes / No) Resolution Procedures Cellular, 911, E911 or Nanually bypassed Redundant Generation R		ah1x	-h2>	-h2>	ch1>	4015	2025	-d-	200	ds	78	cha
11/06/2016 9:01 11/06/2014 9:25 2130 2130 No	NORS Reference	Outage Start	Outage Start	Outage End	Outage End	Number of Customers	Total Number of	911 Facilities Affected	Service Outage Description (Check	Did This Outage Affect Multiple Study Areas	Service Outage	Preventative
		11/06/2014	9:01	11/06/2014	9:25	2130	2130		Cellular, 911, E911 or NG911 Services only	No		Redundant Generators an Bypass Switches in place.
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									The state of the s			

<703>

	ce Offerings including Voice Rate Data ection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	179010	
<015>	Study Area Name	NEP Cellcorp, Inc.	4.W 4.
<020>	Program Year	2016	
<030>	Contact Name - Person USAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Number - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - Email Address of person identified in data line <030>	rk@nep.net	
<701> <702>	Residential Local Service Charge Effective Date 1/1/2015 Single State-wide Residential Local Service Charge		æ

State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fee
PA			MT	34.95	0.0	0.0	0.0	34.95
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				1				
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(800) Op	erating Companies			FCC Form 481
Data Col	lection Form			OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
<010>	Study Area Code		179010	
<015>	Study Area Name		NEP Cellcorp, Inc.	
<020>	Program Year		2016	
<030>	Contact Name - Person L	JSAC should contact regarding this data	Richard Kulasinsky	
<035>	Contact Telephone Numl	ber - Number of person identified in data line <030>	5707852262 ext.	
<039>	Contact Email Address - I	Email Address of person identified in data line <030>	rk@nep.net	
<810>	Reporting Carrier	NEP Cellcorp, Inc.		
<811>	Holding Company	The North-Eastern Pennsylvania Telephone C	Company	
<812>	Operating Company	NEP Cellcorp, Inc.		

c91>	<a2></a2>	<83>	
Affiliates	SAC	Doing Business As Company or Brand Designation	
The North-Eastern Pennsylvania Telephone Company	170191	NEP	

Demonstration of Complying with Applicable Service Quality Standards and Consumer Protection Rules

NEP Cellcorp, Inc. ("NEP") hereby certifies as to its compliance with applicable consumer protection and service quality standards. In the Federal Communications Commission's ("FCC") 2005 ETC Order, the FCC found that an ETC must make "a specific commitment to objective measures to protect consumers" 1 and that wireless ETCs' compliance with CTIA's Consumer Code for Wireless Service would satisfy this requirement."2 The sufficiency of other commitments would be considered on a case-by-case basis.3 A commitment to comply with CTIA's Consumer Code for Wireless Service ("CTIA Code") will satisfy this requirement for a wireless applicant seeking ETC designation.

NEP is committed to consumer protection and service quality. NEP has adopted the CTIA Code and is committed to compliance with CTIA's Code throughout its service area. NEP certifies that it has implemented the following practices consistent with the CTIA Code: (1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy.

Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, FCC 05-46, ¶28 (rel. Mar 17, 2005) ("2005 ETC Order").

Id.

³ *Id.* at n. 71.

Demonstration of Ability to Function in Emergency Situations

NEP Cellcorp, Inc. ("NEP") hereby certifies that it is able to remain functional in emergency situations. Specifically, in order to be designated as an ETC, an applicant must demonstrate it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations. NEP is committed to remaining functional and providing service in emergency situations. For example, NEP has an unlimited amount of back-up power to provide continuous service in case of an emergency. Specifically, NEP provides at least 8 hours of back-up battery power at every site and NEP uses portable generators to provide continuous backup power. Five sites have fixed generators installed providing continuous power to supply customers with quality services during power outages. NEP has also installed a new licensed microwave network with a ring configuration allowing for greater reliability of backhaul services. Further, NEP can rely on its affiliate—The North-Eastern Pennsylvania Telephone Company—to handle excess traffic in the case of an emergency.

¹ 47 C.F.R. § 54.202(a)(2).

Progress Report on Quality Improvement Plan Progress and Use of Support and Additional Five-Year Outlook

Pursuant to Section 54.313(a)(1) of the Commission's rules, NEP hereby provides a progress report on its five-year service quality improvement plan, including maps detailing its progress towards meeting its plan targets, an explanation of how much universal service support was received and how it was used to improve signal quality, coverage, or capacity, and an explanation regarding any network improvement targets that have not been fulfilled.¹

NEP's five-year service quality improvement plan, initiated July 1, 2011, included constructing towers throughout its licensed territory, of which towers have been constructed and towers are on-air as of May 2015. Its customers have also benefited from signal quality improvement. NEP started receiving high-cost universal service support in August 2010 as a wireless competitive eligible telecommunications carrier ("CETC") and as of May 31st 2015 has received in high cost support. In the spring of 2011, NEP performed a Network Optimization and frequency retune of its entire wireless system. These improvements included All RF Optimization work was completed by June 1, 2011. With the addition of new sites on-air in NEP performed another Network Optimization. Additionally, NEP successfully migrated tower backhaul In NEP built an additional sites equaling a total of sites thru NEP's licensed market area. A map of NEP's ETC boundaries and NEP's coverage in its license area is attached hereto as Exhibit A.

¹ 47 C.F.R. § 54.313(a)(1).

REDACTED

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- 1.0 Agreement: This is an agreement ("Agreement") for wireless telecommunications services for voice and/or data and any related services and/or features ("Service") between you and NEP Cellcorp, Inc. d.b.a NEP Wireless which is licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number"). The term "Phone" means wireless receiving and transmitting equipment which we have authorized to be programmed with the Number and any accessories. IF YOU USE THE PHONE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PHONE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.
- 1.1 Buyer's Authorization for Cancellation: Customer may cancel the Service Agreement and receive a full refund of the initial activation fee, deposit and equipment by returning the equipment to any Company retail location within 7 business days of purchase. All parts of the equipment must be returned in order to receive full refund amount. All taxes, fees and a prorated service charge will still be the responsibility of the customer. Refunds may take up to 90 days.
- 1.2 Cancellation Policy and Termination Fee: Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term plus any additional time required by any promotions you accept. (Periods of suspension of service don't count toward these requirements.) After that, you'll become a month-to-month customer under this agreement. IF YOU CHOOSE TO END YOUR SERVICE BEFORE YOU BECOME A MONTH-TO-MONTH CUSTOMER, YOU MUST PAY UP TO \$175 PER WIRELESS PHONE NUMBER AS AN EARLY TERMINATION FEE. If at any time you change your service (by accepting a promotion, for example), you'll be subject to any requirements, such as a new minimum term, we set for that change. If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. You may be able to take your current wireless phone number to another service provider. This is called "porting" and will also terminate our service to you for that number. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we'll treat the request as notice from you to terminate our service for that number upon successful completion of porting. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any early termination fee, and for all fees and charges through the end of that billing cycle, just like any other termination. If you're porting a phone number to us from another company, we may not be able to provide you some services, such as 911 location services, immediately.
- **2.0 Service Availability:** Service is available to your Phone when it is within the operating range of our system and may be available outside of that area in other participating carrier areas. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in

remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and other conditions we don't control may also cause dropped calls or other problems.

- 2.1 Use of Access Numbers, Phones and Addresses: You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content transmitted through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. IP addresses for services provided on the GSM/GPRS network will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. You have no ownership rights to the Number, any IP address, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Phone to be used with the Service, and you agree we may change any such Number, IP address, e-mail address or any other identifier at any time with or without prior notice to you. Your Phone may have been manufactured to operate exclusively with service provided by us. The Phone may not be able to be activated with any other wireless carrier and if your phone utilizes a SIM card it may only accept a SIM card provided by us. By using Service, you agree to abide by the terms and conditions of any applicable software license. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network.
- **3.0 Payments and Charges:** The customer is responsible to pay the Company for certain toll charges resulting from the origination of mobile calls to points outside the cellular geographic service area, collect calls, and other charges or calls billed to the customer's access number. These charges are in addition to the charge for usage. Both incoming and outgoing calls (including Voice Mail retrieval) incur charges for airtime, rounded up to the next whole minute. Customer may change rate plans, upgrade or downgrade at the end of any billing cycle.
- **3.1 Billing:** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. A fee may be charged for additional copies of bills. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.
- **3.2 Default:** Customer agrees to pay Company a late payment charge of 1.5% on the amount unpaid after the due date on the invoice. This late fee shall be reassessed every billing period that any portion of the balance remains unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive Company's right to collect the full amount due under this agreement. For any check or electronic payment returned for nonpayment, we will assess an additional fee of \$25 and we may,

without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address contained on the invoice, and (iv) received by us within 30 days after receipt of the invoice.

4.0 Deposits: You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. If, after one year of uninterrupted service, your account has had no collection activity initiated against it and/or no check has been returned for insufficient funds, NEP Cellcorp, Inc. will refund your security deposit within 60 days of being notified by customer. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts which are undeliverable to you will become our property.

5.0 Limitation of Liability: Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Agreement, if caused by any person or entity other than Company, by any malfunction of any service or facility provided by any other company, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Company's direct control. Company shall not be liable for, and shall be fully indemnified and held harmless by customer/reseller against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by Company under this Agreement; or for any act or omission of the customer/reseller; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by the negligence of the Company. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any delay, error, omission, or defect in any service, facility (including

services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, or omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days. Company does not authorize anyone to make any warranty on its behalf and Customer should not rely on any warranties by anyone other than the Company. This paragraph shall survive termination of this agreement.

5.1 Indemnification: YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND YOUR USE OF THE PHONE OR SERVICE UNLESS DUE TO OUR GROSS NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY LONG DISTANCE COMPANY WHICH CARRIES YOUR CALLS, EVEN IF WE CONNECT YOUR CALL TO A LONG DISTANCE COMPANY OTHER THAN THE ONE YOU REQUEST. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEY'S AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.0 NO WARRANTIES: WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE PHONE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PHONE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY LACK OF PRIVACY YOU MAY EXPERIENCE REGARDING SERVICE.

6.1 Privacy: Except as follows, we won't share personal information about you with others without your permission. We will not publish directories of customer mobile numbers and will not sell mobile numbers to third party publishers. We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. This information and related billing information is your Customer Proprietary Network Information (CPNI). CPNI, by definition, does not include your name, address or mobile number. We may, however, share and use this information as required by law, by legal process, by exigent circumstances, or to protect ourselves. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. You will continue to receive invoices, customer service-related notifications and other similar information from us electronically or otherwise. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.

7.0 Governing Laws: This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by laws of the Commonwealth of Pennsylvania. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available from the applicable agency for your inspection; if there is any inconsistency between this Agreement and those regulations; this Agreement shall be deemed amended as necessary to conform to such regulations.

Terms and Conditions subject to change.